INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

1. SOLICITATION NUMBER 2. (X one)

a. SEALED BID

SP0450-01-R-0700

X b. NEGOTIATIED (RFP)

c. NEGOTIATED (RFQ)

(3) Combined Small Business/Labor Area Concerns

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts 1 and 1V of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770

4. ITEMS TO BE PURCHASED (Brief description)

5365-01-274-7491 SHIM

5. PROCUREMENT INFORMATION ((X and	l complete as applicable)
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X a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)

(2) Labor Surplus Area Concerns

(1) Small Business
6. ADDITIONAL INFORMATION

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Jeff West, PDAJ222

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (804) 279-5844

b. ADDRESS (Include Zip Code)
Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5802

Previous editions are obsolete.

DD FORM 1707, MAR 90 (EG)

PerFORM (DLA)

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SOLICITATION NUMBER

SP0450-01-R-0700

DATE (YYMMDD) LOCAL TIME
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FROM

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860 AFFIX STAMP HERE

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CONTRACT TYPE: This proposal will result in an Indefinite Quantity Contract (IQC) for a base period of one year and four (4) one-year options.

GUARANTEED MINIMUM & MAXIMUM: Base period: The guaranteed minimum quantities are defined in SCHEDULE B of this solicitation. The government will buy the guaranteed minimum quantity for every NSN for the base period only. The maximum that the government may buy is 300% of the guaranteed minimum quantities. Option periods: The guaranteed minimum is 50% of the total dollar value of the base year guaranteed minimum. Any combination of National Stock Numbers (NSNs) (not necessarily every NSN) will be purchased to meet this dollar value. The maximum is 150% of the total dollar value of the base year guaranteed minimum.

PROPOSAL PRICING: Proposal Pricing is requested for the base year and four option years. Any combination of NSNs may be proposed. There is no requirement to price every NSN. Each year should contain a separate price for stock delivery (required delivery days are in the last column under RDD, and vary per NSN), and for Direct Vendor Deliveries (DVD) with required delivery of 15 Days ARO. A total of 10 prices should be input. In addition, if Surge Quantities are indicated, five additional surge prices are needed for the base and four option years. Price the Surge NSNs as a stand-alone requirement (exclusive of any base or option period quantities) using the Surge Quantity Column. See additional comments regarding Surge below.

For each NSN offered, insert the unit price for the stock delivery in the upper half of the column. Insert the DVD unit price in the lower half of the column for every NSN offered. (A division line is provided). Pricing must be proposed for the base period and each option period. Price all NSNs using FOB destination (CONUS ONLY) with inspection/acceptance occurring at either origin or destination. Propose with validity of 120 days after due date.

In the contract award that results from this solicitation, the stock delivery line will be identified as "AA". The DVD delivery line will be identified as "AB". The surge delivery line, if applicable, will be identified as "AB". For example, line item 0001AA would be a stock shipment; line item 0001AB would be a DVD shipment; line item 0001AC would be a surge shipment.

PAPERLESS ORDER PLACEMENT SYSTEM (POPS): The government intends for awardees to use an electronic, paperless ordering system. See applicable clauses. If you do not intend to participate, this notification must be clearly stated.

DELIVERY ORDERS (MINIMUM AND MAXIMUM): Reference Section I, Clause 52.216-19 (I67). The Government intends to issue a Delivery Order for the stock purchase of the guaranteed minimum quantity within six months after contract award. Subsequent Delivery Orders shall be processed using Direct Vendor Delivery.

FAST PAYMENT PROCEDURE: Reference Section I, Clause 52.213-1 (I42) shall pertain only to orders placed through the Paperless Order Placement System (POPS).

REQUIRED DELIVERY DATE (RDD)/FOB: The RDD for stock deliveries is specified in SCHEDULE B. The days are specified in terms of After Receipt of Order (ARO). Phased delivery is acceptable; however, shipment must be made no later than the specified Required Delivery Date (RDD) for that NSN. If you can not meet the RDD, this notification must be clearly stated on each line item. For DVD orders, the RDD is 15 days ARO. FOB DESTINATION IS REQUESTED FOR BOTH STOCK AND DVD ORDERS. Deliveries are for CONUS only. Stock shipments shall apply to any DLA stock location in the continental United States. DVD shipments apply to

CONTINUATION SHEET	Solicitation Number: SPO450-01-R-0700	Page of Pages
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any Army, Navy, Marine Corp, Airforce, Coast Guard or federal agency/entity within the continental United States.

SOURCE CONTROL AUTHORITY: Applies to PRLIs 0016, 0225, 0337, 0594, 0741 and 0783. Reference Section I, Clause 52.209-1 (I27). In accordance with Clause I27, offerors should contact the following sources:

PRLI	
0016	5365-00-019-6683- Naval Inventory Control Point, Philadelphia 700 Robbins Ave.
	Philadelphia, PA 19111-5098
0225	5365-00-551-4077- Naval Inventory Control Point, Philadelphia 700 Robbins Ave.,
	Philadelphia, PA 19111-5098
0337	5365-00-959-2152- Naval Inventory Control Point, Mechanicsburg 5450 Carlisle Pike
	Mechanicsburg, PA 17055-0788
0594	5365-01-146-8228-Naval Inventory Control Point, Philadelphia 700 Robbins Ave.
	Philadelphia, PA 19111-5098
0741	5365-01-215-2842- OC-ALC-FM1 3001 Staff Dr. Ste 2AC196A Tinker AFB, OK 73145
0783	5365-01-238-3811- USA AMCOM AVIATION Redstone Arsenai Huntsville, AL 35898

FLIGHT SAFETY CRITICAL PART: Applies to PRLIs 0151 and 0299. Reference Section L, Clause 52.217-9G04 (L58).

CONFIGURATION CONTROL: See Clause 52.246-9G36 (Section I). Applies to PRLIs 0047, 0256, 0298, 0304, 0326, 0626, 0635, 0651, 0783, 0855, 0864.

INSPECTION/ACCEPTANCE: SCHEDULE B contains table references to Inspection/Acceptance points. NOTE: For all NSNs presently identified as <u>origin inspection</u>, the Quality Assurance Provision (QAP) identified in Schedule B shall be utilized for the initial Stock Delivery Order on every NSN. Subsequent Delivery Orders for these NSNs shall convert to inspection/acceptance at destination using QAP 021. Table references are defined as follows:

- C Critical item, critical application, failure can harm personnel, cause loss of life; designated by the Military Service as critical. Inspection at origin.
- 1 Inspection at origin
- 2 Inspection at destination

QUANTITY UNIT PACKAGING/PACK BELOW APPLIES TO ALL NSNs IN SCHEDULE B.

A. PACKAGING REQUIREMENTS: These are the standard packaging requirements based on common item application. Exceptions to packaging must be stated in your proposal.

Pkging Data - MIL-STD-2073-1C, 01 Oct 1996

QUP = 001 (Unless stated otherwise below): Pres Mth - 10: Clng/Dry = 1:

Presy Mat = 00: Wrap Mat = 00: Cush/Dunn Mat = XX: Cush/Dunn Thkness = X:

Unit Cont = d3: OPI = 0:

Intrmdte Cont = YY: Intrmdte Cont Qty = YYY:

Pack Code = Q: Packing Level = B:

Palletization shall be in accordance with D001450000 Rev B dated 1997212

Supplemental Instructions: See Section F, Clause 52.211-9G22 (F8), for D001450000

palletization requirements.

NOTE: For stock buys marking shall be in accordance with MIL-STD-129.

- **B. QUANTITY UNIT PACK**: The contractor may provide alternative QUP quantities based upon more efficient practices that result in reduced unit prices on stock shipments. However, as a minimum, the contractor must price the QUP requirement as specified above for each NSN offered.
- C. UNIT OF ISSUE BOX: For Line items 0738, 0739, 0740, one box equals 20 each.

PROPOSAL EVALUATION: Each NSN will be evaluated independently. Award will be made on the basis of best value to the Government. Reference Section M, Clauses 52.215-9G05 (M10F) and 52.215-9G06 (M10G). There will be only one successful offeror for each NSN. Each offer will be evaluated on the basis of unit price for the guaranteed minimum quantities for base period and estimated quantities for option years. Electronic Bulletin Board quotes will not be accepted. The Government may implement the Add/Delete clause (See Section I, Clause 52.217-9G20) (I92F) to add NSNs awarded under this solicitation via modification.

ELECTRONIC VERSION OF SCHEDULE B: To assist in research of part numbers or proposal preparation, an electronic version of Schedule B to this solicitation is available using the following website: http://www.dscr.dla.mil/proc/LTC/LTC.htm

AUTHORIZED SUPPLIER CERTIFICATION: If offering material from another manufacturer that meets the requirements as stated in the Procurement Item Description of Schedule B, please provide documentation from the manufacturer showing authorization as a supplier of that item.

SOURCES OF INFORMATION: Offerors can reference the following website to determine quantities associated with previous DVD orders for NSNs: http://www.dscr.dla.mil Click on "Sitemap". Click on "NSN Procurement Item Description Lookup" which is found under the heading "Sources of Procurement Information". Insert the NSN number and click on "Query".

SURGE REQUIREMENTS: This solicitation incorporates surge requirements and contains a surge ordering provision (See Section I, 252.217-7001 (I88G). See Attachment 1 for identification of the surge Statement of Work requirements and listing of NSNs. Surge is defined as the "accelerated production, maintenance, and repair of selected items, and the expansion of logistics support services to meet contingencies short of a declared national emergency utilizing existing facilities and equipment" which may be brought about by unforeseen spikes in demand that may materialize as a result of a national emergency, war, international conflict, natural disaster, or unplanned deployment. Surge delivery orders will be identified as a surge order - e.g., "This is a surge order". Such surge orders do not negate the contractor's responsibilities placed for peacetime orders made under the basic contract for the base year and all four option years. The contractor is required to submit a readiness and sustainability plan with their proposal to explain how both the surge quantities and deliveries will be addressed. The plan should follow the general guidelines of the Data Item Description (DID) provided at Attachment 4. Please price the total surge requirements where noted on SCHEDULE B using the surge delivery schedule provided on Attachment 1 Table.

Describe company's approach for conducting a thorough assessment of its capability (including both company and company supplier-base capabilities) to initially ramp up (i.e., surge) and to sustain provision of supplies to meet the S&S requirements identified in Attachment 1. There is no requirement to conduct the assessment only to describe the approach for conducting it, if awarded a contract. Describe an approach to each of the assessment elements below:

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- Methodology that enables visibility of, monitoring changes in, assessment of, and reporting on your and your supplier-base capabilities related to the S&S requirements, including any on-line access to suppliers' inventory and production information systems;
- 2) Identification of your and your supplier-base inventories, production capability, on-demand manufacturing and advanced technology capability, or any other means of S&S support that are available to meet S&S requirements. Based on this identification, a description of strategies for meeting the S&S requirements in the solicitation, and explanation of how these strategies will be applied to the items included for S&S in this solicitation;
- 3) Identification of the subset of items included for S&S under this solicitation that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties;
- 4) Description of agreements with suppliers that reflect access to supplier-base resources, including any commitments to hold rotating amounts of assets, and time frames for delivering these assets, any commitments to provide access to production capabilities, and time frames for this access, etc.;
- 5) Description of access to and plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements, including agreements with suppliers of these services, and time frames for services provided.

Clearly identify any apparent and significant investments (dollars), prior to conducting the surge capability assessment, that will be needed to develop S&S capability. For those S&S investments, explain why the investment is needed, what purchases are proposed, the basis for the investment cost, the S&S capability to be gained, and how the investment will be funded. For investments proposed to effect S&S strategies, explain why the proposed strategies (as opposed to other alternatives) are the most cost-effective.

Price Proposal (prior to award): Provide proposed price for conducting the S&S capability assessment identified in Attachment 1 and the basis for proposed price. Provide an estimate of any known costs of developing S&S capability, including any significant investments (dollars). Identify the known investments and explain the needs, what purchases are proposed, the surge capability to be gained, how the investment will be funded, and why the investment is the most cost-effective.

Price Proposal (for any investments identified in post-award surge capability assessment): Identify the significant investments (dollars) in your S&S capability report proposed for the government to fund, and provide the basis for these costs.

SECTION B

FEDERAL STOCK CLASS 5365 - RINGS, SHIMS & SPACERS
- SEE SCHEDULE B FOR SPECIFIC PROCUREMENT ITEM DESCRIPTION REQUIREMENTS

CONTINUATION SHEET

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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

uality Assurance Provisions (QAPs), Contract Data Quality Assurance Provisions (QAFS), contract DATA Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

m12 9-5 FIRST ARTICLE DELIVERY UNDER INDEFINITS DELIVERY CONTRACTS DECR (MAR 1999)

B218 11-9

POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

14-1 **B24A**

FACSINILE BIDS/PROPOSALS DSCR (MAR 1999)

- Facsimile bids/proposals, amendments (including (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- (b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

MANDATORY OPTION REQUIREMENT DECR (MAR 1999)

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

B33C

17-13

POPS-GENERAL SOLICITATION NOTICE DSCR (SEP 1999)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18, Section I. The acquisition contains provisions for 4 option years. (See Section I. DSCR Clause 52.217-9G13.)

27-1 847

RIGHTS GUARD DECR (PER 1998)

Rights Guard data restrictions apply; see Clause 52.227-9005 (Section I). Prior to requesting tachnical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

B50G 39-1A YEAR 2000 (YZK) COMPLIANCE NOTICE DSCR (JUL 1998)

Items provided shall be Year 2000 compliant. Year 2000 compliant used with respect to information technology, means that the information technology accurately processes date/ time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

BC. 47-11 DECR FORM P-41 PREIGHT SHIPPING IMPORNATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

POPS - COMPUTER COMPATIBILITY DECR (MOV 1990) C1 52.211-9611

(h) The following vendor EDI/Y2K information applies (vendor fill-in): EDI/Y2K Point(s) of Contact: _ Phone Number(s): __ Value Added Network (VAN): ... ISA07 Qualifier: ____ ISAO8 identifier: ___ GS03 Identifier:

SECTION D

POPS-SPECIAL MARKING INSTRUCTIONS 52.211-9045 D4I DECR (JUN 1999)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951-95, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums. NOTICE FOR DIRECT VENDOR DELIVERIES: In addition

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

52.211-9G69 D5

BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS DSCR (MAY 1999)

(a) This bar coding requirement is applicable

.

CONTINUATION SHEET

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only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)).

- (b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed directly below the element, shall be provided:
- (1) Document number and suffix.
 (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).
 (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an 'A' and eight zeros.
- These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16,17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping
- (d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BC1.

NOTES .

In bar code element 1 above, the Document Number above consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above: The RIC is S9G. The RIC is 89G.
The appropriate unit of issue (U/I) will appear as a two digit alpha character.
The quantity will appear as a five-position code, including zero fillers left of the number.
The above will be followed by an 'A' and eight zeros, (e.g., 'A00000000').

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS.

A copy of AIM BC1 is available from:

AIM USA 634 Alpha Drive Pittaburgh, PA 15238-2802 (412) 963-8588

ERCTION E

E3	52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
26	52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
27	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
E 14	52.246-9G16	INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

[] Origin Inspection point: [] Destination

Acceptance point: [] Destination [] Origin

(x) Inspection and Acceptance will take place at:

Origin - First Shipment Only Destination - Subsequent Shipments

QUALITY ASSURANCE PROVISION **E15**

Full text of the applicable QAP is available on the DSCR Master Solicitation, Section 2 -- http://www.dscr.dla.mil/qap/qaps.htm.

QUALITY ASSURANCE PROVISION (QAP) 001 DECR (JAN 1999)

QUALITY ASSURANCE PROVISION (QAP) 002 DSCR (NOV 1995)

QUALITY ASSURANCE PROVISION (QAP) 021 DSCR (Sep 1999)

QUALITY ASSURANCE PROVISION (QAP) 251 DSCR (FEB 1997)

ERCTION F

P1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

FIRE 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) DECR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV B (97212) DECR (OCT 1997) 52.211-9622 ORDERING OFFICE AND TIME OF 716 52.211-9650

DELIVERY

Delivery orders will be issued by DSCR and shall specify date of delivery which will not be less than

STOCK מעם POB Destination SCH B dave 15 days FOR Origin davs dave

after the order is mailed to or otherwise furnished to the contractor.

ORDERING OFFICE AND TIME OF DELIVERY ALTERNATE I DECR (FEB 1996) PIGA 52,211-9650 P28B 52.242-15 STOP WORK ORDER (AUG 1989) GOVERNMENT DELAY OF WORK 728BB 82.242-17 MATERIAL INSPECTION AND RECEIVING REPORT DPARS (DEC 1991) P31 252.246-7000

DECR NOTES:

In addition to the distribution required in DFARS Appendix F. Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

Defense Supply Center, Richmond 8000 Jefferson Davis Highway Directorate of Business Operations ATTN: Inventory Control Hanager Richmond, VA 23297-5862 (x)

OTHER: 1 1

NO. CY(m)

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DECR (NOV 1996)

Payment will not be made until a completed Material CONTINUED ON NEXT PAGE

				solicitatio	n Number:				PAGES
	CONTINUA	MOIT	SHEET	SP045	0-01-R-	0700		115	139
137A	52.211-15	DEFENSE :	PRIORITY AND ALLOCAT ENTS (SEP 1990)	ION	a copy or		oackage markings.) DE PART NUMBER C	THER MARKINGS	5/DATA
137 F	252.211-7005	PEDERAL :	TIONS FOR MILITARY C SPECIFICATIONS AND S DPARS (AUG 2000))R	NUMBER	Hall CASE CO			·
(Of	feror insert info	rmation fo	r each SPI process)						
SPI Pro	севв:								
Facilit	y:								
Militar Specifi	y or Federal cation or Standar	d:				(b) The Offero	or agrees that in th	event of a	ward
Affecte Item Nu	d Contract Line	m			inspection	thstanding the on and acceptance med at origin of the provisions for the contract of the contr	provisions of this ce of the SURPLUS SU or destination subject or origin or destina	solicitation JPPLIES will ect to all stion inspect	ion.
138	52.211-9000		NT SURPLUS MATERIAL AY 1999)		failure t	lause may resul to meet the requ	o provide the information of the provide the provided the solution of the solu	he offer for licitation.	ted
IS OFFE	ERED		RNMENT SURPLUS MATE	RIAL	requested offer, it	l by this clause must be submit	nic quotes, if the interpretation of the control of	e contracting	
offered	i, the Offeror rep	resents th	US SUPPLIES being at: are unused and in {	good	Awards au	thorizing the i	furnishing of surply	e material w Assurance	
conditi	ion.	e emppi.TFS	were purchased by t	the	the solic	citation. A co	of the QAP (if any) opy of the surplus (ficer upon request.	DAP 18 availa	D1#
identif	r from the Governm fied below. (If the Government selling that date, and the corchased from the teror, also identified.)	ent sellin he SURPLUS g agency i ontract nu Government fy that so	g agency or other s: SUPPLIES were purch dentify the agency, mber. If the suppl: by a source other i urce and its address flable, attach an	ource nased the ies than 5.	13 8 C	52.211-9004	PRIORITY RATING DOMESTIC CONTRACTOR (MAR 2000)	ers .	
GOVERN	ed). MENT SELLING AGENC ER SOURCE	Y CONTR	how the property was ACT DATE CONTRACT H/YEAR)		{15 CFR 7 assigned supplies contract contract that incl	rating in obtain needed to fill does not have a is not rated; lude a delivery	Allocations System ires contractors to ining the products, their contracts. I a specified deliver however, orders pla- date ere considere- by the supplier. In	utilize the materials, a secause this y date, the b ced against id rated order n the event t	nd asic t
	(3) The SURPLU				contracto materials contracto Management Defense & Administr	or is unable to s, and supplies or shall immedia th Agency (DCMA) Supply Center Di rative Contract: The DBAS offi	obtain the necessar to complete the col ately advise the De:) representative or PAS officer through ing Officer or proc cer or the DCMA play	ry products. ntract, the fense Contrac the appropri the cognizan uring contrac nt	t ate it ting
dated (d, modified or ref	do, [] have not been and] do not contain of S SUPPLIES are to be complete description	cure e	(DoC) BXI	y instructions (A Form 999, Request. This form (to the DoC who ad supplies ava:	ovide necessary ass to complete Departm uest for Special Pr will be processed t will review and ta ilable to the appli	ent or commer iorities hrough approp ke action to	riate make
	(4) The SURPLU	has I] does not have	the	142	52.213-1	PAST PAYMENT PRO (PER 1998)	CEDURE	
supplic attach be seco	an explanation as ured.)	to how th	t have the supplies e offered quantities	• •111	1423	52.213-1 DSCR WOTE	POPS - PAST PAY : DSCR (NAR 1998)	NOTICES	
attachi contai	(5) If SURPLUS ed, the Offeror ha ned thereon, which	s furnishe	EMS have data plate: d a copy of informat below:	tion	replaced required, commercia	with the follow, a copy of the all packing slip	5) of FAR 52.213-1 wing: Where a rece invoice (or for PO) will be included	iving report PS contracts, in each shipe	a not
			·		al a l'écanomia	4 (1 - 1	dures only apply to points other than s inspection/acceptan	tock location	ini not
	(6) The offere	A CIPPING	SUPPLY ITEM(S)		indiantes	4 in the achadu'	applies and 'DELIVE le for direct shipm able to the deliver	ent line item	l' is n(s)
] are not in the	eir		TERMS:			
	l package. (If t	he origina	l package is being t and data, including the package, and pr	ised,		Fast Pay Inspection/Acc	eptance IAW Fast Pa Charges Reimbursab	y 1•	
					CONTINUE	ON NEXT PAGE			

PAGE 1

OF PAGES

(d) When included in the award these clauses do not apply to Fast Pay Delivery Orders:

> Section E 52.246-16 Section F 52.247-29 52.247-65 Section I 52.242-10

ISO 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUL 1999)

I50C 52.215-6 ORDER OF PRECEDENCE (OCT 1997)

ISOD 52.215-10 PRICE REDUCTION FOR DEPECTIVE COST OF PRICING DATA (OCT 1997)

1508 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 1997)

150F 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

ISOG 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

ISOK \$2.215-14 IMTEGRITY OF UNIT PRICES (OCT 1997)
ALTERNATE I (OCT 1997)

ISOL 52.215-15 PEMSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1996)

ISOM 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTETIREMENT BEMEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

ISON 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

ISOP \$2.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAM COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of clause 52.215-21 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of clause 52.215-21 above.

DSCR (MAR 1999)

 160
 252.215-7000
 PRICING ADJUSTMENTS DFARS (DEC 1991)

 161
 252.215-7002
 COST ESTIMATING SYSTEM REQUIREMENTS DFARS (OCT 1998)

 166
 52.216-18
 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: EFFECTIVE DATE OF CONTRACT

THROUGH: 365 DAYS THEREAFTER

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 EACH DVD or GUAR MIN Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$25,000 DVD or MAX LIMIT Stock

(2) Any order for a combination of items in excess of \$25,000 , or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

167A 52,216-19 DECR MOTE POPS - MINIMUM ORDER QUANTITY DECR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ 1 EA(DVD), GUAR MIN (STK). Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

171 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 554 days from the date of contract expiration.

188 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

188G 252.217-7001 SURGE OPTION DFARS (AUG 1992)

The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than the amount stated in the schedule; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0450-01-R-0700

PAGE

PAGES

OF.

PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

- [] Option unit prices are the same as the unit prices offered for the basic contract, or
- [] Option period unit prices are as indicated in the schedule.

192BA 52.217-9G15 FLEXIBLE OPTIONS
DSCR (NOV 1996)

- (a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 4 options for one year each.
- (c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 80% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

192F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DECR (DEC 2000)

- (a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.
- (b) The Government reserves the right to bilaterally add to the contract naw or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.
- (c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the

this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

196 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

197 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

52.219-9 NOTE:

- (a) Offeror shall indicate in its offer if it has been selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and has a comprehensive subcontracting plan approved under such program.
- (b) When this solicitation is awarded to a company which has been varified as selected for participation in the test program and as having a comprehensive

subcontracting plan approved under such program--

(1) The following Section I clauses shall be applicable to the contract:

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) DFARS (JUN 1997)

(2) The following Section I clauses, when included in the solicitation, shall not be applicable to the contract:

> 52.219-9 Small Business Subcontracting Plan (OCT 2000)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) DFARS (APR 1994)

DSCR (OCT 2000)

I102B 52.219-16 LIQUIDATED DANAGES -SUBCONTRACTING PLAN (JAN 1999)

NOTE If this solicitation is awarded to a company which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages Subcontracting Plan (JAN 1999) is not applicable to the contract.

DSCR (OCT 2000)

1107	252.219-7003	EMALL, SMALL DISADVANTAGED AND MOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DFARS (APR 1936)
11128	52.219-9003	DLA MENTORING BUSINESS AGRESHENTS (MBA) PERFORMANCE DLAD (DEC 1997)
1118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
1121	52.222-20	MALSE-MEALEY PUBLIC CONTRACTS ACT (DEC 1996)
1121A	52.222-21	PROBLETION OF SEGREGATED PACILITIES (PEB 1999)

- (a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking founteins, recreation or entertainment areas transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religionsex, or national origin because of written or oral policies or employee custom. The term does not include separate craingle-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does reand will not permit its employees to perform their servator at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of the clause is a violation of the Equal Opportunity clause in tracontract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1122 52.222-26 EQUAL OFFICETUNITY (FEB 1939)

1126 52.222-36 APPIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

1125

:127 53.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

19 NOTE. Section 8118 of PL 104-208 mandates that all practors subject to 38 U.S.C. 4212(d) be advised of tential penalties for non-compliance.

.euse mandates annual reporting NLT September 30 to exertment of Labor. Potential penalties resulting the second of labor and suspension and debarment faire government contracts.

intractors can get additional information and/orstance in completing the VETS-100 form by accessing a Department of Labor website:

http://nvti.cudenver.edu/vets/vets100.asp

DSCR (MAY 1999)

::11	52.223-6	DRUG-PREE WORKPLACE (JAN 1997)
:114	52.223-14	TOXIC CREMICAL RELEASE REPORTING (OCT 2000)
:135	252.223-7004	DRUG-FREE WORK FORCE DFARE (SEP 1988)
:137	52.225-0	DUTY-FREE ENTRY (FEB 2000)
1138	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
1140	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)
:142	252.225-7007	BUT AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS FROGRAM DFARS (APR 2000)
1143	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

ALL ITEMS

I144 252.225-7009 DUTY-PREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DPARS (AUG 2000)

(f) All shipping documents submitted to Customs, covering foreign and products or supplies for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information --

(i) Prime contract number, and delivery order if applicable:

(ii) Number of the subcontract/purchase order for foreign supplies if applicable; (iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

-- for execution of Customs form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, 83605A.

I145 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

> Defense Contract Management (DCM) New York ATTM: Customs Team, DCMDN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

- Delivery order number on the Government prime contract, if applicable;
- (2) Number of the subcontract/purchase order for foreign supplies, if applicable;
- (3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, \$3605A.

I147 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (AUG 2000)

I156 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its

proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (JUN 1992)

252,225-7037 11567

DUTY-PREE ENTRY--ELIGIBLE END PRODUCTS DEARS (AUG 2000)

- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause shall--
 - (f)(2) Include the following information-
- (i) Prime contract number, and delivery order if applicable:
- Number of the subcontract/purchase order (ii) for foreign supplies if applicable;
 - (iii) Identification of carrier:
- (iv) (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Defense Contract Management (DCM) New York ATTN: C ATTN: Customs Team, DCMDN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013

- -- for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- In cases where the shipment will be (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate. (NOTE: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall comply with the U.S. Customs Service requirements. No notification to Commander, DCM New York, is required.)
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
 - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I157A	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED BCOMOMIC ENTERPRISES (JUN 2000)
1158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
1159	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
1160	52.227-3	PATENT INDENDITY (AFR 1984)
1162	52.227-9	REPUND OF ROYALTIES (APR 1984)
1172	52.227-9G65	RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DECR (PRB 1998)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Bosing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract.

- The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data-Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.
- (c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:
- Immediately upon decision to 'no bid' the solicitation for which the data was received.
- Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.
- 3. If the contract awardee, within 15 days of contract completion.

NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.

- (d) The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.
- (e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

1177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
1179	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUBRIC RICO (APR 1984)
1181	52.229-9000	RENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
1187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DPARS (DEC 1991)
3186	52.232-1	PAYMENTS (APR 1984)
1109	52.232-0	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
1190	52.232-11	EXTRAS (APR 1984)
1193	52.232-17	INTEREST (JUN 1996)
1195	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)

Il968 52.232-25 POPS - PROMPT PAYMENT NOTICE DECR NOTE DECR (APR 2000) The following deviation is applicable to PAR Clause 52.232-25: Paragraphs (a) (3) (iv) and (v) are deleted and replaced with the following: (a) (3) (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (DEC 1996) 1213A 52.244-6 SUBCONTRACTS ITEMS AND COMP (OCT 1998) 1227 52.246-23 LIMITATION OF (PEB 1997) WARRANTY OF ST MONCOMPLES MAY DECR (JAN 1996)	PAGE OF PAGES
Il968 52.232-25 PRORPT PAYMENT NOTICE DECR NOTE DECR (APR 2000) The following deviation is applicable to PAR Clause 52.232-25: Paragraphs (a) (3) (iv) and (v) are deleted and replaced with the following: (a) (3) (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (a) (3) (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. (DEC 1996) 1213A 52.244-6 SUBCONTRACTS ITEMS AND COMD (OCT 1998) LIMITATION OF (FEB 1997) 1231 52.246-23 MARRANTY OF SI MONCOMPLEX MAT DECR (JAN 1994) 1235 52.246-9G05 MARRANTY PPP44 1237E 52.246-9G05 MARRANTY PPP44 1237E 52.246-9G33 MISDIRECTED SI DECR (JAN 1994)	120 139
DBCR NOTE DBCR (APR 2000) The following deviation is applicable to PAR Clause 52.232-25: Paragraphs (a) (3) (iv) and (v) are deleted and replaced with the following: (a) (3) (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (a) (3) (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. IZ37E 52.246-9G33 MISDIRECTED SIDSCR (JAN 1996) SUBCONTRACTS ITEMS AND COMB (OCT 1998)	M SUBCONTRACTING
The following deviation is applicable to PAK Clause 52.232-25: Paragraphs (a) (3) (iv) and (v) are deleted and replaced Paragraphs (a) (3) (iv) and (v) are deleted and replaced (a) (3) (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (a) (3) (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. 1237E 52.246-9G33 MISDIRECTED SI DSCR (JAN 1996)	FOR COMMERCIAL MERCIAL COMPONENTS
Paragraphs (2)(3)(10) and (0) are detected and replaced with the following: (a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. (FEB 1997) WARRANTY OF ST MONCOMPLEI MAT DECR (JAN 1996) WARRANTY PPPAD T235 52.246-9G05 WARRANTY PPPAD MISDIRECTED ST DECR (JAN 1996)	
(a) (3) (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract. (a) (3) (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. 1231 52.246-9G01 WARRANTY PPPAR 1235 52.246-9G05 WARRANTY PPPAR 1237E 52.246-9G33 WIEDIRECTED SI DSCR (JAN 1996)	LIABILITY
(a) (3) (v) Shipping and payment terms (e.g., shipment) number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading. 1237E 52.246-9G33 MISDIRECTED SI OSCR (JAN 1996)	TURE
of shipment will be shown for shipments on Government bills 1237E 52.246-9G33 MISDIRECTED SI of lading. DSCR (JAN 1996	M DECR (APR 2000)
To address no the shows deviation, the following	
clarification is added to ensure proper payment of invoice:	
(a) (3) (iv) The invoice price shall correspond to the I237G 52.246-9G36 COMPIGURATION unit of issue price specified in the contract. For axample, if 12 each (EA) equals 1 box (BX) and the contract	
	N OF SUPPLIES BY SEA 000)
I196E 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR ERGISTRATION (NAY 1999) I242 52.248-1 VALUE ENGINEER	RING (FEB 2000)
DSCR NOTE: Unless otherwise stated in the remarks I244 52.249-2 TERMINATION FOR GOVERNMENT	OR CONVENIENCE OF T (FIXED-PRICE)
contained in the CCR has precedence over any other payment	D-PRICE SUPPLY (APR 1984)
X199 52.233-1 DISPUTES (DEC 1998) I247 52.249-9000 ADMINISTRATIVE REPROCUREMENT DIAD (MAY 1980	AFTER DEFAULT

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 501-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer. writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA.

DSCR (MAY 1999)

1300	52.233-3	PROTEST AFTER AWARD (AUG 1996)
1206	52.242-13	BANKRUPTCY (JUL 1995)
1208	52.243-1	CHANGES PIXED PRICE (AUG 1987)
1211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DYARS (DEC 1991)
1211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed. The contractor and the Government expressly agree that,

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 52.252-2 1248

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR)

DoD FAR Supplement (DPARS)

http://www.acq.osd.mil/dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

hetp://www.dscr.dla.mil/ procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and

Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices. Full text Quality Assurance Provisions (QAPs) Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments). Procurement Automated Contract Evaluation (PACE) Instructions Section 2: Section 3:

Section 4:

Instructions
Pull text of Contract Data Requirements List Section 5:

Section 6:

(CDRLS)
Special Packaging Instruction (SPIs) Drawings
Pull text of Individual Repair Parts Ordering
Data (IRPODs) Section 7:

Solicitation Number:

SP0450-01-R-0700

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DLA site with links to all of the above

http://www.procregs.hg.dls.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

1249 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.
- (b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

12493 52.253-1

COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE

ATTACHMENT NO

- [] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM
- [] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED
- (x) DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -http://www.dscr.dla.mil/qap/CDRLs.htm
- [x] DD 1664 DATA ITEM DESCRIPTION
 DID is available at -http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1949-1 LSAR DATA SEL SHT
- [] DD 1949-2 PROV ROMT STATEMENT
- [] DD 2345 TECHNICAL DATA AGREEMENT Form is available at -http://webl.whs.osd.mil/icdhome/DDEFORMS.htm
- [] DSCR 2375 TECHNICAL MANUAL DISTRBN
- [X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at --http://www.dscr.dla.mil/procurement/mastersol.htm
- [] QUALITY ASSURANCE PROVISION
- [] TECHNICAL DATA
 TECHNICAL DATA is available at -http://www.dscr.dls.mil/tdmd
- (x) OTHER:

STATEMENT OF WORK, SURGE AND SUSTAINMENT (ATCH 1)

SECTION E

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those

- prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above; or
- (2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

name:	
₹₹₹₹₽¢	

- (ii) As an authorized agent, does certify that the principals named in Subdivision (b) (2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.
- (c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A. 52.203+11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN PEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Pederal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and

		· · · · · · · · · · · · · · · · · · ·		Solicitatio	n Number	:			PAGE OF	F PAGES
	CONTINUA	TION	SHEET		0-01-R-	_			122	139
	that all recipien		contract awards in e lose accordingly.	xcess		_		RECOMMENDATIONS		
prerequi imposed person w provision to be fi a civil	site for making o by section 1352, ho makes an expen n or who fails to led or amended by	r entering title 31, diture pro- file or a this pro- ss than \$1	ication and disclosu g into this contract United States Code. ohibited under this amend the disclosure vision, shall be sub 10,000, and not more	Any form ject to	ITEM	THAUD	——————————————————————————————————————	PRICE QUOTATION		
K5	52.204-3		IDENTIFICATION	•						
(d)	Taxpayer Identif	t Number):	umber (TIN)		solicited and to as future ac reserves resolicit muotation	to avoid actions of the right to the right to the respective of the received o	equisit vernmen of thes o amend ot to a and the	quested in this pr ions in disadvanta t in developing a e items. However, or cancel the sol ny individual item Government's requ ntities should be	geous quan data base the Gover icitation in the ev irements	for nment and
	[] TIN has bee	n applied	for.		K7A	52.209-5	c	ERTIFICATION REGAR	DING DEBAR	MENT,
	[] TIN is not	required b	Decause:					USPENSION, PROPOSE ND OTERR RESPONSIB		
effective in the U	ion, or foreign p ely connected wit	artnership h the cond have an of	lent alien, foreign p that does not have duct of a trade or bu ffice or place of but I.;	usiness		and belief,	FOT CE	MAR 1996) rtifies, to the be	st of its	
	[] Offeror is	an agency	or instrumentality of	of a		•=-		or and/or any of i		
	<pre>jovernment; [] Offeror is : povernment;</pre>	an agency	or instrumentality of	of the	debarred, ineligibl	suspended.	propos] are not [] ed for debarment, contracts by any	or declare	d.
	Type of Organiz	ation.			three-vea	(B) r period pre	have ceding	[] have not [; this offer, been	, within convicted	a of or
	[] Sole proprie				had a civ	il judgment	render	ed against them for ase in connection	r: commis	sion
	· ·	-			attemptio	g to obtain,	or pe	rforming a public ntract; violation	(Federal, :	state,
	[] Partnership				state ant	itrust statu	ites re	lating to the subm	lesion of	
	[] Corporate e		<u>-</u>		bribery,	falsification	n or de	bezzlement, theft, metruction of reco	rds, makin	g
	[] Corporate es	atity (tax	:(sqmexe-		talse sta	tements, tax	. evstr	on, or receiving s	toren brob	ercy;
	[] Government	Entity (Fe	deral, State, or loc	:al);		(C)	are [] are not []	presently	
	[] Foreign Gove		ation per 26 CFR 1.6	049-4;	Governmen	tal entity w	ith, c	criminally or civil demission of any or a)(i)(B) of this p	the offer	d by a
	[] Other. Stat	ce Basis.			within a	three-year p	eriod p	or has [] has no preceding this off or default by any 1	er, had one	e or ency.
(£)	Common Parent.							for the purposes o		
	[] Offeror is	in paragra	or controlled by a ph (a) of this provi	sion.	certification, personal responsibility manager;	tion, means ons having p ilities with plant manage	officent rimary in a bur; head	rs; directors; own management of sup- usiness entity (s l of a subsidiary, ar positions).	ers; partn ervisory j., general	1
	Name				of an age:	ncy of the U	nited S	a matter within the make and the make the may re	ing of a fa	alse,
C5A	TIN		ED BUSINESS (OTEER T INESS) (MAY 1999)	Tan	subject States Co	to prosecuti	on unde	r Section 1001, T	tle 18, U	nited
(b) R	depresentation. The women-owned business	The offero	r represents that it		notice to contract	the Contrac award, the o	ting Of	provide immediate ficer if, at any t learns that its co l or has become era	ime prior rtification	on
K 6	52.207-4		PURCHASE QUANTITY -			changed cir				
the quant quotes ax economics (b) E lifferent	city(ies) of supplie requested in the city advantageous cach offeror who is quantities would	ited to st lies on wh his solici to the Go pelieves t I be more		or	(a) of the withholdis the certic determinant the offer additional Officer ma	is provision of an awa fication wil- tion of the or to furnis l information ay render th	exists rd unde l be co offeror h a cer n as re e offer	at any of the iter will not necessar or this solicitation or maidered in connece or a responsibility tification or pro- quested by the Cor or nonresponsible	rily result on. Howeverion with Failure ride such stracting	t in er, a
quantitie quoted fo is that q [f there	es are recommended or applicable item quantity at which	l, a total ns. An ec a signifi price brea	and a unit price mu conomic purchase quan cant price break occ ks at different quan	tity urs. tity	construed order to : Paragraph information	to require render, in g (a) of this on of of an	establi cod fai provis offeror	in the foregoing a shment of a system th, the certificat ion. The knowleds is not required to by a prudent person	of record ion requit se and to exceed t	rea by

			,	
	CONTINUA	TION	SHEET	Solic
ordinary	course of busine	ss dealin	Js .	<u> </u>
reliance determined certification the Govern	The certificati- is a material r was placed when a d that the offer tion, in addition nment, the Contr- resulting from t	making awa or knowing n to other acting Of:	ard. If it i gly rendered r remedies av ficer may ter	s later an erroneous ailable to minate the
R8	252.209-7001	CONTROL I	RE OF OWNERSE BY THE GOVERN CORIST COUNTR (AR 1998)	HENT
KSAB	252.209-7003	EMPLOYMEN	E WITH VETER IT REPORTING : MAR 1998)	
if it is (4212(d) (3) Acquisition Disable	bmission of its of subject to the rei.e., the VETS-10 on Regulation claded Veterans and the most recent	eporting : 00 report muse 52.22 Veterans (requirements required by 22-37, Employ of the Vietna	of 38 U.S.C. Federal ment Reports m Era), it has
K13A	52.215-6	PLACE OF	Performance	(OCT 1997)
(a) The contract is	he offeror or rearesulting from the	spondent, his solici	in the perfo tation,	rmance of any
t] intends. [) does n	ot intend	
facilities	plicable block) to blocated at a dispersion or respondent to request for in	ifferent a	ddress from ted in this	the address of
(b) l paragraph following	If the offeror or (a) of this prov spaces the requi	r responde vision, it ired infor	nt checks 'in shall insert mation:	atends' in t in the
PLACE OF F	PERFORMANCE: {STR 2	EET ADDRE	SS, CITY , CO	UNTY, STATE
NAME AND A PACILITY I	ADDRESS OF OWNER OF OTHER TRAN OFF	AND OPERA PEROR OR Q	TOR OF THE PI	ANT OR

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

NUMBER OF EMPLOYEES PLACE OF PERFORMANCE

DSCR (DEC 1997)

X14 52.215-9002

SOCIORCONOMIC PROPOSAL DLAD (MAR 1996)

52.215-9004 K14A

JAVITS-WAGNER-O DAY ACT ENTITY PROPOSAL DLAD (DEC 1997)

citation Number: SP0450-01-R-0700

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY DFARS (NOV 1995)

OF PAGES

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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TARLE

Line		Com'1	sou	IRCE OF SU	PPLY	Actual
Item	NSN	(Y or N)	Company	Address	Part No.	Mfg.
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of
- List each deliverable item of supply and item of technical data.

 If there is no national stock number, list 'none.'

 Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

 For items of supply, list all sources. For technical data list the source.
- data list the source. For items of supply, list each source's part number for the item.

 Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown. (5)
- (6)

X16A 53.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALT I (OCT 2000) ALT II (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332722.

- (2) The small business size standard is 500
- (3) The size standard for non-manufacturers is 500 employees
 - (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFF 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1: c: this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is [] is no a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer. that --
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation. on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of

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wnership, or HUBZone employee percentage has occurred since .: was certified by the Small Busines accordance with 13 CFR part 126; and mall Business Administration in

(ii) It [] is, [] is not a joint venture at complies with the requirements of 13 CPR part 126, and excresentation in paragraph (b) (6) (i) of this provision trate for the HUBZone small business concern or each that are participating in the joint venture. [The rankl enter the name or names of the HUBZone small ess concern or concerns that are participating in the enture:

| A call business concern participating in the joint each submit a separate signed copy of the HUBZone exertsion.

: (Complete if offeror represented itself .e.:.entaged in paragraph (b)(2) of this provision). .e.: shall check the category in which its ownership

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, a lieuts, or Native Hawaiians).
 - [] Asian-Pacific American.
 - [] Subcontinent Asian (Asian-Indian),

E 2 6

[] Individual/concern, other than one - creceding

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (PER 1999) 52.222-22

The offeror represents that --

a. It [] has, [] has not participated in a averse contract or subcontract subject to the Equal truntly Clause of this soliciation;

b: It [] has, [] has not filed all required
*cliance reports

(APR 1984)

52.222-25

The offeror represents that --

(a) It [] has developed and has on file,

[] has not developed and does not have on

APPIRMATIVE ACTION COMPLIANCE

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF TOXIC CREMICAL RELEASE REPORTING (OCT 2000) 52,223-13 E27C

(CHECK BACK BLOCK TRAT IS APPLICABLE

- (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 311(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting [] (111) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry

Classification System (NAICS) sectors 31 through 33; or

[] {v} The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction. has jurisdiction.

BUT AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7006 E30 DPARS (MAR 1998)

- (c) Certifications.
 - (1) The Offeror certifies that --
- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror must identity all end products that are not domestic end products.
- (i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

	(Insert Line	Item No.)
(ii)	The Offeror	certifies that the following

supplies are qualifying country end products: (Ingert Line Item No.) (Insert Country of Origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(Insert Line Item No.)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert Country of Origin)

(Insert Line Item No.)

(Insert Country of Origin) (v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert Line Item No.)

(Insert Country of Origin) (vi) The following supplies are nondesignated country end products

(Insert Line Item No.) (Insert Country of Origin)

PROBLETION ON AMARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA DFARS (FEB 2000) 252.225-7017 K30D

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from the issuing office referenced on the solicitation/award.

AGENCY PROTESTS DLAD (SEP 1999) L753 52.233-9000

Companies protesting this procurement may file a protest

- 1. with the contracting officer.
- 2. with the General Accounting Office, or
- 3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Procests filed with the agency should clearly state that they are an 'Agency Level Procests filed under

(Note: DLA procedures for Executive Order No. 12979.' Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record. Executive Order 12979 encourages the use of Alternative

SOLICITATION PROVISIONS INCORPORATED BY REPERENCE 52.252-1 LB2 (FER 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement (DFARS)

http://www.acq.osd.mil/ dp/dars/dfars.html

DECR Master Solicitation

organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

Section 1: Pull text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Shipping/scheduling information for freight shipments destined for stock locations (DSCR Porm P41 reference for freight shipments).
Section 4: Procurement Automated Contract Evaluation (PACE) Instructions

Instructions

Section 5: Full text of Contract Data Requirements List (CDRLs)
Section 6: Special Packaging Instruction (SPIs) Drawings
Section 7: Full text of Individual Repair Parts Ordering
Data (IRPODs)

DLA site with links to all

http://www.procregs.hq.dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision. the text as included in the solicitation is not intended to be represented as the full text of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) 52.252-5 LS3

(a) The use in this solicitation of any Federal

CONTINUATION SHEET

Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

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нзв	52.211-9003	CONDITIONS FOR EVALUAT OPPERS OF SURPLUS MATE DLAD (JUN 1999)	

мв 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

SOCIOECONOMIC EVALUATIONS MIGAR 52.215-9003 DLAD (OCT 1996)

AUTOMATED BEST VALUE SYSTEM DECR (JAN 2001) K10P 52.215-9005

- (a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.
- (1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.
- to make determinations of responsibility.

 (2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC acore) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date.

 (1) DSCP will make negative quality and delivery
- (3) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond Attn: DSCR-RZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

Telephone (804) 279-6861 FAX (804) 279-5042

(4) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores

created in the update cycle immediately following the determination will reflect the adjustment.

- (5) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.
 - (b) Using the ABVS score for evaluation.
- (1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.
- (2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery acore.

EVALUATION AND AWARD N10G 52.215-9G06 DECR (PED 2000)

- (a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The responsible cirerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best-value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.
- RELATIVE IMPORTANCE AND TRADE-OFFS. Covernment will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:
 - [] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
 - [x] approximately equal to cost or price; or
 - { } significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final sward decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin

PAGE OF PAGES

transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.
 - [x] ABVS Score (52.215-9G05)
 - (X) Quality History
 - [X] Delivery Schedule Compliance
 - [x] Javits-Wagner-O'Day (JWOD) (52,215-9005)
 - (x) Mentoring Business Agreements (MBA) (52.219-9003)
 - [X] Socioeconomic Support (52.215-9003)
 - [] Other (specify):
- (e) PAST PERFORMANCS. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.
- (i) Offerors may submit with their offer information on past and current Federal (non-DSCR). State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.
- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.
- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9605).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT -SUPPLIES DSCR {JAN 1996} The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

(19CC 52.219-9002

252.225-7003

DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997)

M19D

IMPORMATION FOR DUTY-FREE ENTRY EVALUATION DFARE (MAR 1998)

- (a) Does the offeror propose to furnish --
- A domestic and product with nonqualifying country components for which the offeror requrests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry-Qualifying Country Supplies (End Products and Components) clause of this solicitation?

1 788 (7 100

- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?

[] YES [] NO

(2) Has the duty on such foreign supplies been paid?

1 TES [] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

M33 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DECR (JAM 1996)

- (a) Offers are invited on an f.o.b. destination basis for items ALL . Bids submitted on any other basis will be rejected as non-responsive.
- (b) Offers are invited on the basis of both f.o.b. origin and destination for items NA , ,
- (c) Offers are invited on an f.o.b. origin basis for items NA , . . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

ATTACHMENT 1 TO SOLICITATION SPO450-01-R-0700

STATEMENT OF WORK, SURGE AND SUSTAINMENT

&

LISTING OF SURGE NSNs

SURGE AND SUSTAINMENT/STATEMENT OF WORK

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

The S&S capability defined above refers to an overall capability. Throughout the life of the contract, there may be multiple contingencies, each of which involves a ramp-up (i.e., surge) and sustainment period. The capability level defined in this paragraph should encompass all of these contingencies. Also, the above capability refers to quantity levels above and beyond normal peacetime requirements.

The contractor shall have full S&S capability to provide the S&S requirements identified in Schedule B to this solicitation, within 4 months after award of this contract. This capability shall be developed through the S&S assessment process and (if necessary) S&S investments as described below.

The S&S quantities in Schedule B to this solicitation, or any portion thereof, may be ordered at any time before acceptance by the Government of the final scheduled delivery under this contract. Such orders will not extend delivery more than 6 months beyond the scheduled final delivery.

The contractor shall submit a S&S capability report within 2 months after award of the contract. The report must address the following: 1) the contractor's methodology enabling visibility of, assessment of, monitoring changes in, and reporting on supplier base resources on a continuing basis; 2) identify supplier base inventories, production/on-demand manufacturing/advanced technology capacities, or any other means of support available to meet S&S requirements, and (based on this identification) describe S&S strategies for all surge items; 3) identify problem items for which S&S cannot be easily met, the reason(s) for the difficulty, proposed solutions for these items, and any significant investments (dollars) needed to implement these solutions; 4) contractor's agreements with suppliers and service providers that reflect access to S&S resources, including time frames for this access; and 5) description of access to and plans for coordinating distribution and transportation services for meeting S&S delivery terms, including agreements with suppliers of these services, and time frames for services to be provided. To the maximum extent possible, the above information shall be provided on an item-by-item basis, or in item groupings based on similar supplier base capabilities or S&S strategies. Item data, or item grouping data, addressing the above information shall be submitted in a database format as part of the S&S capability report.

The contractor shall clearly identify any significant investments (dollars) under 3) or any of the sections above, needed to develop S&S capability. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, the S&S capability to be gained, and how you anticipate the investment will be funded. For investments proposed to effect S&S strategies, include an analysis of what S&S strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective ones.

When conducting the assessment of supplier base resources, the contractor shall consider any source restriction requirements from laws, regulations, or specifications. If these restrictions impact the availability of sufficient S&S quantities, ability to deliver S&S quantities within required time frames, accessibility to advanced state-of-the-art commercial technology in support of S&S requirements, or have other impacts that limit S&S capability, these impacts should be described in the assessment.

Within 1 month after receipt of the S&S capability report, the Contracting Officer will notify the contractor of approval, conditional approval, or disapproval. The Government reserves the right to require additional reports

Page 130 of 139 Pages

if the initial submission is not approved. Once the S&S capability report has been approved by the Contracting Officer and any needed funds are available, the contractor shall implement the approved S&S strategies (i.e., make approved investments or take any other actions needed). The Contracting Officer may request status on post-approval investments/actions, on an as-needed basis.

Within 1 month after approval of the S&S capability report, the contractor shall submit a S&S validation plan that defines how the S&S capability can be verified. Within 2 weeks after receipt of the S&S validation plan, the Contracting Officer will notify the contractor of approval, conditional approval, or disapproval. The Government reserves the right to require submission of additional plans if the initial submission is not approved.

After approval by the Contracting Officer of the S&S validation plan, the contractor may be required to conduct S&S tests, or to allow the government to perform S&S tests, to validate the S&S capability. These tests may be paper exercises, simulations, command post exercises, participation in live exercises, participation in JCS and CINC exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the developed S&S capability. S&S testing may use (but is not limited to use of) the contractor's approved S&S validation plan. Within one week after conduct of the test, the contractor shall submit to the Contracting Officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

The Government may refine, reassess, or update its S&S requirements during the life of this contract, Also, the contractor's supplier base capabilities may change during the life of this contract. Either of these conditions may necessitate contractor reassessment of its supplier base capabilities, development of new/changed S&S strategies, and reevaluation/change of S&S validation plans. Changes in S&S requirements will be made through bilateral contract modifications. Changes in S&S capabilities/validation plans will be made through contractor resubmissions and Contracting Officer approvals of revised S&S capability and S&S validation plans.

The contractor shall report on the status of S&S quantities ordered and on all supplier base resources (i.e., inventories, production/advanced technology capabilities, etc.), on an as needed basis during a contingency(s). The contractor may also be required to provide a report on S&S performance, during the contingency or afterwards.

Performance of the S&S requirements in this clause will be considered in the government's evaluation to determine whether exercise of the option is the most advantageous method of fulfilling the government's need. Performance elements to be considered are: any development of S&S capability (including submission of S&S capability report), maintenance of S&S capability, development of S&S validation plan (including submission of S&S validation plan), performance on S&S validation tests (including submission of S&S validation results report), and actual delivery of S&S requirements.

The above language does not limit the government's right, at any time after award, to perform inspections or tests of the contractor's S&S capability, whether this capability is fully developed or not. In the event a contingency occurs before the contractor develops full S&S capability, or contingency requirements exceed those defined in Schedule B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements of this SOW paragraph, a contingency(s) arises prior to the required date for fully developed S&S capability, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base).

This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency.

SPO450-01-R-0700 SURGE Delivery Schedule

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	DECIVERYSO	DELIVERY60	DENVERY 90	12000AYS	DELIVERY 150	#180 DAYS	COTAL
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5365000095887	8	7	7	8	7		44
5365000108423	5	0	0	0	<u> </u>	0	5
5365000134264	8	0	0	0	0	0	8
5365000192593	24	0	0	0	0	0	24
5365000649434	21	19	17	0	00	0	57 3
5365000665745	3	0	0	0	0	0	4
5365000834209	4	0	0	0	0	0 177	1067
5365000892643 5365001098310	178 15	178 14	178	178 14	178 14	14	85
5365001096310	7	6	14 6	6	6	6	37
5365001114207	1	0	0	0	0	0	1
5365001237677	71	71	71	71	71	71	426
5365001333906	7	6	7	6	7	6	39
5365001359154	7	6	6	0	0	0	19
5365001359154	13	12	13	12	13	12	75
5365001560659	2	0	0	0	0	0	2
5365001573828	1	Ö	0	0	0	0	1
5365001661245	4	4	4	0	0	0	12
5365001687193	3	0	. 0	0	0	Ö	3
5365001737499	2	0	ŏ	0	ō	ō	2
5365002488773	9	9	9	9	9	8	53
5365002623755	4	- 4	4	4	4	4	24
5365002748801	3	2	2	3	2 .	2	14
5365002799032	1	0	- 0	0 1	0	0	1
5365002799093	4	2	2	3	2	2	15
5365003248059	7	8	5	0	0	ō	20
5365003270721	4	4	3	3	4	4	22
5365003292504	7	7	7	7	7	6	41
5365003308128	4	4	2	0	0	0	10
5365003707251	1	1	1	1	1	0	5
5365003793950	4	0	0	0	0	Ö	4
5365004025376	. 22	21	21	0	0	0	64
5365004026295	4	4	4	3	• 4	3	22
5365004178925	1	0	0	0	0	0	1
5365004195951	20	18	17	0	0	0	55
5365004214591	2	1	1	-2	1	1	8
5365004219922	7	7	7	0	0	0	21
5365004324723	223	157	157	157	157	157	1008
5365004424374	4	4	4	4	5	5	26
5365004519636	4	4	4	3	3	3	21
5365004531336	8	0	0	0	0	0	8
5365005514077	2	0	0	0	0	0	2
5365006142486	17	0	0	0	0	0	17
5365006373153	164	167	157	152	188	205	1033
5365006527574	21	22	20	20	24	27	134
5365006627416	59	60	56	55	67	74	371
5365006738835	128	132	124	120	148	162	814
5365006856797	65	0	0	0	0	0	65
5365007204508	2	2	2	3	3	3	15
5365007611959	89	84	84	84	84	84	509
5365007909338	104	0	0	0	0	0	104
5365007984177	9	8	8	9	8	8	50

Page 140 of 140 Pages

SPO450-01-R-0700 SURGE Delivery Schedule

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	TO BE TO SERVE THE SERVE T			DELIVERY		DELIVERY	WMR3
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5365008186247	230_	0	0	0	00	0	230
5365008290210	36	14	14	0	0	0	64
5365008372117	54	0	0	0	0	0	54
5365008431465	2	1	11	2	1	1	8
5365008635031	583	583	583	582	583	582	3496
5365008668263	30	30	30	30	30	30	180
5365008718788	12	0	0	0	0	0	12
5365008752527	2	1	2	1	2	1 1	9
5365008902757	12	9	11	0	0	0	32
5365008916136	2	0	0	0	0	0	2
5365008980102	9	9	9	0	0	0	27
5365009010038	5	5	5	0	0	0	15
5365009393542	2	2	2	2	2	11	11
5365009592152	19	0	0	0	0	0	19
5365009737966	3	2	2	2	2	2	13
5365009889948	3	2	0	0	0	0	5
5365009894289	1	1	1	0	0	0	3
5365009922569	18	18	18	18	18	17	107
5365010047304	13	0	0	0	0	0	13
5365010058206	4	4	3	3	4	4	22
5365010103619	6	5	5	5	5	5	. 31
5365010127176	1	<u>0</u>	0	1	0	0	2
5365010127181	$\frac{1}{2}$	0	0	1	0	0	2
5365010132069	9 14	9	9	9	9	9 ·	54
5365010149722	5	<u> </u>	0 4	5	<u>0</u>	0	14 26
5365010151243	25	24	25	24	25	24	147
5365010151244	1	1	1	1	23	1	6
5365010155467	34	34	34	33	34	33	202
5365010157758	1	- 57	- 0	1	0	0	202
5365010307573 5365010309434	36	35	35	36	35	35	212
5365010303434	1	0	0	0	0	0	1
5365010346145		0		- 	0	0	2
5365010346145	3	3	3	2	3	2	16
5365010357724	3	2	2	3	2		14
5365010458904	35	34	34	34	34	34	205
5365010488866	6	4	3	0	0	0	13
5365010488800	3	0	0	0	0	0	3
5365010546513	1	Ö	0	0	0	ō	1
5365010554066	4	4	4	4	5	5	26
5365010571865		1	1	1	1	1	6
5365010612886	14	0	ö	Ö	0	0	14
5365010612886	362	371	348	338	416	455	2290
5365010796360	3	0	0	0	0	0	3
5365010850910	16	0	0	0	0 -	0	16
5365010850910	70	50	52	0	0	0	172
5365010916033	15	0	0	0	 -	0	15
5365010916033	38	38	38	37	38	37	226
5365011161408	4	0	0	0	0	0	4
5365011164276	2	1	1	0	0	0	4
5365011184276	97	0	o	0		0	97
5365011184113	15	0	-	0	0	0	15
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SPO450-01-R-0700 SURGE Delivery Schedule

				OELIVERY		DELIVERY	*WMR
NSN.	DECIVERY 30	DELIVERY 60	DELIVERY 90	z izn days.	DELVERY 50	180 DAYS	TOTAL
		A COMPAND	1	0	0	0	2
5365011204141	0 241	0	0	0	ŏ-	0	241
5365011209671	5	0	0	0	0	0	5
5365011218809	4	0	0	0	-	0	4
5365011219179	3	2	2 -	0	0	0	7
5365011299025 5365011317123	5	0	0	0	0	ō	5
5365011317123	12	0	0	0	Ö	0	12
5365011339153	16	0	0	0	0	0	16
5365011339153	3	0	0	0	0	0	3
5365011362673	3	0	0	0	0	0	3
5365011427022	22	22	22	21	22	21	130
5365011427022	23	0	0	0	0	0	23
5365011604736	5	0	0	0	0	0	5
5365011609944	1	0	0	0	0	0	1
5365011611194	1	1	1	0	0	0	3
5365011611194	7	0	0	0	0	0	7
5365011639607	Ö	0	1	0	0	0	1
5365011660620	5	0	Ö	0	0	0	5
5365011707000	2	1	1	0	0	0	4
5365011711207	3	0	0	0	0	0	3
5365011759331	12	11	11	11	11	11	67
5365011759332	5	5	5	4	5	4	28
5365011767094	3	2	2	0	0	0	7
5365011791035	15	0	0	0	0	0	15
5365011800830	6 .	6	6	. 6	7	7	38
5365011839906	4	3	3	4	3	3	20
5365011853083	10	8	8	0	0	0	26
5365011875951	216	0	0	0	0	0	216
5365011881089	153	5	4	0	0	0	162
5365011986608	1	0	0	0	0	0	1
5365011993997	7	6	6	0	0	0	19
5365012030605	6	5	6	0	0	0	17
5365012243002	1	0	0	0	0	0	1
5365012513798	5	0	0	0	0	0	5
5365012543709	254	240	240	240	240	240	1454
5365012573443	12	0	0	0	0	0	12
5365012581570	21	0	0	0	0	0	21
5365012659052	2	2	2	0	0	0	6
5365012740074	8	8	9	0	0	0	25
5365012849901	9	8	9	8	9	8	51
5365012866761	1	0	0	0	0	0	1
5365012867910	7	6	6	0	0	0	19
5365012903786	4	0	0	0	0	0	4
5365012916577	5	2	4	0	0	0	11
5365013066903	6	6	6	8	7	8	41
5365013334637	2	2	2	0	0	0	6
5365013350101	2	2	2	0	Ö	0	6
5365013602925	5	5	5	0	0	0	15
5365013627247	26	24	27	0	0	0	77
5365013745320	4	4	3	0	0	0	11
5365013745321	5	4	3	0	0	0	12
5365013884104	1	0	0	0	0	0	1

Page 134 of 120 Pages

ATTACHMENT 2 TO SOLICITATION SPO450-01-R-0700

CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Page / 36 of 39 Pages

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other espect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarter's Services, Directorate for information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Afrington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the A. CONTRACT LINE ITEM NO.

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E. CONTRACT/PR NO.

F. CONTRACTOR

A. CONTRACT LINE ITEM NO. 8. EXP		8. EXHIB	C. CATEGORY: TOP TM OTHERX						ľ			
D. SYSTEM/ITEM			E. CONTRACT/PR NO. F. CONTRACTOR									
1. DATA ITEM NO. 2. TITLE OF DATA ITEM			3. SUBTI			rue				1	17. PRICE GROUP	
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DD FORM 1423, AUG 96 (EG)

PREVIOUS EDITION MAY BE USED.

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

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Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item 1. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

ATTACHMENT 3 TO SOLICITATION SPO450-01-R-0700 DATA ITEM DESCRIPTION (DD FORM 1664)

DATA ITEM DESCRIPTION

Form Approved OMB No. 0704-0188

				A4923		
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER		
required. 7.3 This Data Item description Data). 7.4 This DID supersedes DI-		tly with, but in lieu of DI-	P-7046 (Industrial Prepa	aredness Planning (IPP)		
7. APPLICATION/INTERRELATION 7.1 This Data Item description specific and discrete task req 7.2 This Data Item description 7.2 This Data Item Data Ite	on contains the format and	he contract.				
900423		COM/PD	Applicable			
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RES	SPONSIBILITY (OPA)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE		
3. DESCRIPTION/PURPOSE 3.1 The Production Surge Pla facilities and equipment in a pemergency war powers. 3.2 The Production Surge Pla items/components; other cont strategic or critical materials, protection capability. This defends	an delineates a contractor's peace time acquisition envious provides data on the materials with production surge, precious metals, and substate provides for surge (acceptable).	ronment without declaration in the product the provisions; probable surgetitute materials; and suggetelerated production) planning the production in the production of the production of the production in the production of the pro	ion rate; long leadtime, ge impact; additional ski sted tooling and/or equi ing of select items.	critical or pacing illed labor requirements; pment to improve surge		
PRODUCTION SURGE PLA	AN		DI-MGMT-80969			
1. TITLE			2. IDENTIFICATION NOW			
The public reporting burden for this collect gathering and maintaining the data needed of information, Including suggestions to (0704-0188), 1215 Jefferson Davis Highs subject to any penalty for failing to comparing the ADDRESS.	r reducing the burden, to Departme	III DI Delense, washin Michi Heandon	about a service of the service of th	provision of law, no person shall b NOT RETURN YOUR FORM TO TH		

10. PREPARATION INSTRUCTIONS 10.1 Format. The report shall be in the contractor's format. 10.2 Content. The Production Surge Plan consists of the following: 10.2.1 Rate. The maximum sustainable rate of production to include a production buildup schedule by the month until the maximum sustainable production rate is achieved. When applicable, a subcontractor's vendor's capability to accelerate production/delivery of components and materials must be taken into consideration and a statement shall be included in the plan verifying that planning has been done. 10.2.2 List of Items. Two lists, one of subcontracted and one of non-subcontracted items/components, by nomenclature, part number, leadtime, and production buildup of long-leadtime, critical, or pacing items/components which could adversely impact the production rates. (See paragraph 10.2.1 above). Subcontractors and vendors shall be identified by name/address for each item. This requirement shall flowdown to whichever subcontractor tier level is necessary to adequately identify the long leadtime, critical or pacing items/components.10.2.3 List of contracts. A list of Government contracts being performed at the contractor's facility that have a production surge provision or could be reasonably presumed to be surged. The list shall identify the contract number, the item(s), and the Defense Materials system and Defense Priority Systems priority assigned to each contract. 10.2.4 Impact. Describe what impact surging this contract would have on the performance of any other Government contract that might be currently surged with this contract, or what impact surging of the other Government contract(s) would have on the ability to surge this contract. Describe what impact surging this contract would have on the contractor's commercial business. 10.2.5 Labor. Identify all additional skilled labor requirements; i.e., machinists, tool makers, quality assurance, etc, necessary to support the maximum sustainable production rate. 10.2.6 List of Materials. A list identifying strategic or critical materials and/or precious metals, by type, quantity and cost, required to produce the item on contract or the subcontracted/non-subcontracted long-leadtime, critical or pacing item/components. This list should include rolling inventory to attain and maintain surge production within six months that could be utilized in place of the strategic or critical materials and/or precious metals.10.2.7 List of Production equipment. A list of tooling, equipment, and costs, down to the lowest tier subcontractor, that if acquired, would increase surge production rate capability and/or reduce leadtime by at least 10%, or as specified in the contract within current facilities limitations. The estimated increase in the surge production rate and/or decrease in leadtime shall be included. Data obtained under this paragraph will not be used in the preparation of the basic plan, but may be used by the Government for developing additional capability, if deemed essential.

11. DISTRIBUTION STATEMENT